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Attorneys for Plaintiff
RICHARD TRAVERSO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**NOTICE OF MOTION AND MOTION
FOR SUMMARY ADJUDICATION**

Date: February 27, 2008
Time: 2:00 p.m.
Courtroom: 11 (19th Floor)
Judge: Hon. Martin J. Jenkins

Action Removed: July 13, 2007
Trial Date: April 7, 2008

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 27, 2008 at 2:00 p.m. in Courtroom 11 (19th Floor) of the Court located at 450 Golden Gate Avenue, San Francisco, California, Plaintiff RICHARD TRAVERSO will move the Court by special setting for summary adjudication on the issue of whether Defendant CLEAR CHANNEL OUTDOOR, INC. is guilty of unlawful detainer pursuant to California Code of Civil Procedure section 1161(1) by holding over after the

1 expiration of the lease term of the lease between Plaintiff and Defendant on February 28, 2007,
2 thereby entitling Plaintiff to damages to be determined at trial.

3 Plaintiff's motion is made on the following grounds:

4 1. Plaintiff and Defendant are assignees of a commercial lease, whereby Plaintiff is
5 lessor and Defendant is lessee, of billboard space located between 650-660 Bryant Street in San
6 Francisco, California.

7 2. Plaintiff filed an unlawful detainer action against Defendant in the San Francisco
8 Superior Court after Defendant failed to cease its use of the billboard after expiration of the lease
9 term of the lease on February 28, 2007. Defendant, which is a Delaware corporation, removed
10 the case to federal court.

11 4. Defendant claims that Plaintiff was required to provide it with notice of
12 termination of the lease and that such notice of termination was not properly served.

13 5. Code of Civil Procedure section 1161(1) does not require that any notice be served
14 where a tenant continues in possession after the expiration of the lease term. Moreover, Plaintiff
15 served a notice of termination by overnight mail.

16 6. Defendant has wrongfully continued in possession of the billboard as a hold-over
17 tenant and Plaintiff has and continues to incur damages since February 28, 2007.

18 Dated: February 1, 2008

WENDEL, ROSEN, BLACK & DEAN LLP

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20 By: /s/ Richard A. Sipos

21 Richard A. Sipos
22 Attorneys for Plaintiff
23 RICHARD TRAVERSO
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